

Thiago Coelho, SBN 324715  
[thiago@wilshirelawfirm.com](mailto:thiago@wilshirelawfirm.com)  
Jasmine Behroozan, SBN 325761  
[jasmine@wilshirelawfirm.com](mailto:jasmine@wilshirelawfirm.com)  
Binyamin Manoucheri, SBN 336468  
[binyamin@wilshirelawfirm.com](mailto:binyamin@wilshirelawfirm.com)

**WILSHIRE LAW FIRM**

3055 Wilshire Blvd., 12<sup>th</sup> Floor Los Angeles, California 90010  
Telephone: (213) 381-9988  
Facsimile: (213) 381-9989

*Attorneys for Plaintiff and Proposed Class*

**UNITED STATES DISTRICT COURT**

**FOR THE NORTHERN DISTRICT OF CALIFORNIA**

ALEX HERNANDEZ, individually  
and on behalf of all others similarly  
situated,

Plaintiff,

v.

AMERICAN AIRLINES, INC., a  
Delaware corporation; and DOES 1 to  
10, inclusive,

Defendants.

CASE NO.:

**CLASS ACTION COMPLAINT**

1. VIOLATIONS OF THE  
AMERICANS WITH  
DISABILITIES ACT OF 1990, 42  
U.S.C. §12181
2. VIOLATIONS OF THE UNRUH  
CIVIL RIGHTS ACT  
**DEMAND FOR JURY TRIAL**

Plaintiff Alex Hernandez (“Plaintiff”), individually and on behalf of all others similarly situated, brings this action based upon personal knowledge as to himself and his own acts, and as to all other matters upon information and belief, based upon, *inter alia*, the investigations of his attorneys.

**NATURE OF THE ACTION**

1. Plaintiff is a visually-impaired and legally blind individual who requires screen-reading software to read website content using his computer. Plaintiff uses the terms “blind” or “visually-impaired” to refer to all people with

1 visual impairments who meet the legal definition of blindness in that they have a  
2 visual acuity with correction of less than or equal to 20 x 200. Some blind people  
3 who meet this definition have limited vision. Others have no vision.

4 2. Plaintiff, individually and on behalf of those similarly situated persons  
5 (hereafter “Class Members”), brings this Class Action to secure redress against  
6 American Airlines, Inc. (hereafter “Defendant”), and DOES 1-10, for its failure to  
7 design, construct, maintain, and operate its website to be fully and equally  
8 accessible to and independently usable by Plaintiff and other blind or visually-  
9 impaired people. Defendant’s denial of full and equal access to its website, and  
10 therefore denial of its products and services offered thereby and in conjunction with  
11 its physical locations, is a violation of Plaintiff’s rights under the Americans with  
12 Disabilities Act (“ADA”) and California’s Unruh Civil Rights Act (“UCRA”).

13 3. Because Defendant’s website, <https://www.aa.com/> (the “Website” or  
14 “Defendant’s website”), is not fully or equally accessible to blind and visually-  
15 impaired consumers in violation of the ADA, Plaintiff seeks a permanent injunction  
16 to cause a change in Defendant’s corporate policies, practices, and procedures so  
17 that Defendant’s website will become and remain accessible to blind and visually-  
18 impaired consumers.

### 19 THE PARTIES

20 4. Plaintiff, at all times relevant and as alleged herein, is a resident of the  
21 County of Sonoma. Plaintiff is a legally blind, visually-impaired, handicapped  
22 person, and a member of a protected class of individuals under the ADA, pursuant  
23 to 42 U.S.C. § 12102(1)-(2), and the regulations implementing the ADA set forth  
24 at 28 CFR §§ 36.101 *et seq.*

25 5. Defendant is a Delaware corporation, with its headquarters in Fort  
26 Worth, Texas. Defendant’s servers for the website are in the United States.  
27 Defendant conducts a large amount of its business in California, and the United  
28 States as a whole. Defendant’s terminal locations and company store constitute

1 places of public accommodation. Defendant's terminal & kiosk locations as well  
2 as the company store provide to the public important services. Defendant's website  
3 provides consumers with access to flights with a route system offering an average  
4 of nearly 6,700 flights daily to 350 destinations in 50 countries. Consumers can  
5 further shop from the American Airlines Brand store, access information regarding  
6 booking flights, online check-in option, vacation packages, travel planning, flight  
7 status, American Advantage loyalty program, travel information, airport  
8 information, memberships, career opportunities, investor relations, newsroom,  
9 business programs, gift cards, American Airlines credit card, trip insurance, cargo  
10 information, receipts and refunds, agency references, the American Airlines mobile  
11 app, social media accounts, and additional online services.

12 6. Plaintiff is unaware of the true names, identities, and capacities of each  
13 Defendant sued herein as DOES 1 to 10. Plaintiff will seek leave to amend this  
14 complaint to allege the true names and capacities of DOES 1 to 10 if and when  
15 ascertained. Plaintiff is informed and believes, and thereupon alleges, that each  
16 Defendant sued herein as a DOE is legally responsible in some manner for the  
17 events and happenings alleged herein and that each Defendant sued herein as a DOE  
18 proximately caused injuries and damages to Plaintiff as set forth below.

19 7. Defendant's terminal locations, kiosks, and company store are public  
20 accommodations within the definition of Title III of the ADA, 42 U.S.C. §  
21 12181(7).

22 8. The Website, <https://www.aa.com/>, is a service, privilege, or  
23 advantage of Defendant's services, products, and locations.

#### 24 JURISDICTION AND VENUE

25 9. This Court has subject matter jurisdiction over the state law claims  
26 alleged in this Complaint pursuant to the Class Action Fairness Act, 28 U.S.C.  
27 §1332(d)(2)(A) because: (a) the matter in controversy exceeds the sum of \$5  
28 million, exclusive of interest and costs; and (b) some of the class members are

1 citizens of a state (California) that is different from the state of citizenship of  
2 Defendant (Texas).

3 10. Defendant is subject to personal jurisdiction in this District. Defendant  
4 has been and continues to commit the acts or omissions alleged herein in the  
5 Northern District of California, that caused injury, and violated rights prescribed by  
6 the ADA and UCRA, to Plaintiff and to other blind and other visually-impaired  
7 consumers. A substantial part of the acts and omissions giving rise to Plaintiff's  
8 claims occurred in the Northern District of California. Specifically, on several  
9 separate occasions, Plaintiff has been denied the full use and enjoyment of the  
10 facilities, goods, and services of Defendant's website in Sonoma County. The  
11 access barriers Plaintiff has encountered on Defendant's website have caused a  
12 denial of Plaintiff's full and equal access multiple times in the past and now deter  
13 Plaintiff on a regular basis from accessing Defendant's website. Similarly, the  
14 access barriers Plaintiff has encountered on Defendant's website have impeded  
15 Plaintiff's full and equal enjoyment of goods and services offered at Defendant's  
16 physical locations.

17 11. This Court also has subject-matter jurisdiction over this action  
18 pursuant to 28 U.S.C. § 1331 and 42 U.S.C. § 12181, as Plaintiff's claims arise  
19 under Title III of the ADA, 42 U.S.C. § 12181, *et seq.*, and 28 U.S.C. § 1332.

20 12. This Court has personal jurisdiction over Defendant because it  
21 conducts and continues to conduct a substantial and significant amount of business  
22 in the State of California, County of Sonoma, and because Defendant's offending  
23 website is available across California.

24 13. Venue is proper in the Northern District of California pursuant to 28  
25 U.S.C. § 1391 because Plaintiff resides in this District, Defendant conducts and  
26 continues to conduct a substantial and significant amount of business in this District,  
27 Defendant is subject to personal jurisdiction in this District, and a substantial  
28 portion of the conduct complained of herein occurred in this District.

**THE AMERICANS WITH DISABILITIES ACT AND THE INTERNET**

14. The Internet has become a significant source of information, a portal, and a tool for conducting business, doing everyday activities such as shopping, learning, banking, researching, as well as many other activities for sighted, blind, and visually-impaired persons alike.

15. In today's tech-savvy world, blind and visually-impaired people have the ability to access websites using keyboards in conjunction with screen access software that vocalizes the visual information found on a computer screen. This technology is known as screen-reading software. Screen-reading software is currently the only method a blind or visually-impaired person may use to independently access the internet. Unless websites are designed to be read by screen-reading software, blind and visually-impaired persons are unable to fully access websites, and the information, products, and services contained thereon.

16. Blind and visually-impaired users of Windows operating system-enabled computers and devices have several screen-reading software programs available to them. Some of these programs are available for purchase and other programs are available without the user having to purchase the program separately. Job Access With Speech, otherwise known as "JAWS," is currently the most popular, separately purchased and downloaded screen-reading software program available for a Windows computer.

17. For screen-reading software to function, the information on a website must be capable of being rendered into text. If the website content is not capable of being rendered into text, the blind or visually-impaired user is unable to access the same content available to sighted users.

18. The international website standards organization, the World Wide Web Consortium, known throughout the world as W3C, has published Success Criteria for version 2.1 of the Web Content Accessibility Guidelines ("WCAG 2.1" hereinafter). WCAG 2.1 are well-established guidelines for making websites

1 accessible to blind and visually-impaired people. These guidelines are adopted,  
2 implemented, and followed by most large business entities who want to ensure their  
3 websites are accessible to users of screen-reading software programs. Though  
4 WCAG 2.1 has not been formally adopted as the standard for making websites  
5 accessible, it is one of, if not the most, valuable resource for companies to operate,  
6 maintain, and provide a website that is accessible under the ADA to the public.

7 19. Within this context, the Ninth Circuit has recognized the viability of  
8 ADA claims against commercial website owners/operators with regard to the  
9 accessibility of such websites. *Robles v. Domino's Pizza, LLC*, Docket No. 17-  
10 55504 (9th Cir. Apr 13, 2017), Court Docket No. BL-66. This is in addition to the  
11 numerous courts that have already recognized such application.

12 20. Each of Defendant's violations of the Americans with Disabilities Act  
13 is likewise a violation of the Unruh Civil Rights Act. Indeed, the Unruh Civil Rights  
14 Act provides that any violation of the ADA constitutes a violation of the Unruh  
15 Civil Rights Act. Cal. Civ. Code, § 51(f).

16 21. Further, Defendant's actions and inactions denied Plaintiff full and  
17 equal access to their accommodations, facilities, and services. A substantial  
18 motivating reason for Defendant to deny Plaintiff access was the perception of  
19 Plaintiff's disability. Defendant's denial of Plaintiff's accessibility was a  
20 substantial motivating reason for Defendant's conduct. Plaintiff was harmed due  
21 to Defendant's conduct. Defendant's actions and inactions were a substantial factor  
22 in causing the lack of access to Plaintiff. Unruh Civil Rights Act. Cal. Civ. Code,  
23 § 51.

24 22. Inaccessible or otherwise non-compliant websites pose significant  
25 access barriers to blind and visually-impaired persons. Common barriers  
26 encountered by blind and visually impaired persons include, but are not limited to,  
27 the following:

- 28 a. A text equivalent for every non-text element is not provided;

- b. Title frames with text are not provided for identification and navigation;
- c. Equivalent text is not provided when using scripts;
- d. Forms with the same information and functionality as for sighted persons are not provided;
- e. Information about the meaning and structure of content is not conveyed by more than the visual presentation of content;
- f. Text cannot be resized without assistive technology up to 200 percent without loss of content or functionality;
- g. If the content enforces a time limit, the user is not able to extend, adjust or disable it;
- h. Web pages do not have titles that describe the topic or purpose;
- i. The purpose of each link cannot be determined from the link text alone or from the link text and its programmatically determined link context;
- j. One or more keyboard operable user interface lacks a mode of operation where the keyboard focus indicator is discernible;
- k. The default human language of each web page cannot be programmatically determined;
- l. When a component receives focus, it may initiate a change in context;
- m. Changing the setting of a user interface component may automatically cause a change of context where the user has not been advised before using the component;
- n. Labels or instructions are not provided when content requires user input;
- o. In content which is implemented by using markup languages, elements do not have complete start and end tags, elements are not



1 nested according to their specifications, elements may contain  
 2 duplicate attributes and/or any IDs are not unique;

3 p. Inaccessible Portable Document Format (PDFs); and

4 q. The name and role of all User Interface elements cannot be  
 5 programmatically determined; items that can be set by the user  
 6 cannot be programmatically set; and/or notification of changes to  
 7 these items is not available to user agents, including assistive  
 8 technology.

### 9 **FACTUAL BACKGROUND**

10 23. Defendant offers the <https://www.aa.com/> website to the public. The  
 11 website offers features which should allow all consumers to access the goods and  
 12 services which Defendant offers in connection with its physical locations. The  
 13 goods and services offered by Defendant include, but are not limited to, the  
 14 following, which allow consumers to plan a travel by booking flights along with  
 15 cars, hotels, activities, vacations, and cruises from one of the largest airlines in the  
 16 world; access information regarding places open for travel, flight statuses, check-  
 17 in options, travel deals and offers, flight schedules and notifications, the American  
 18 Advantage loyalty program, travel information, memberships, airport lounges,  
 19 plane information, baggage and cargo information, career opportunities, investor  
 20 relations, gift cards, the American Airline credit card, trip insurance, receipts and  
 21 refunds, agency references, the American Airlines mobile app, social media  
 22 accounts, and additional online services. Lastly, consumers can also access the  
 23 company store of American Airlines branded merchandise including: apparel, bags,  
 24 keys and luggage tags, drinkware, model airplanes, posters, technology, office  
 25 supplies, eco-friendly and wellness products, safety tools, and custom orders which  
 26 are available online for purchase.

27 24. Based on information and belief, it is Defendant's policy and practice  
 28 to deny Plaintiff and Class Members, along with other blind or visually-impaired



users, access to Defendant's website, and to therefore specifically deny the goods and services that are offered and integrated with Defendant's locations. Due to Defendant's failure and refusal to remove access barriers on its website, Plaintiff and other visually-impaired persons have been and are still being denied equal and full access to Defendant's information, purchasing flight tickets among other goods, and the numerous services and benefits offered to the public through Defendant's Website.

**DEFENDANT'S BARRIERS ON UNRUH CIVIL RIGHTS ACT. CAL. CIV. CODE, § 51(f) DENY PLAINTIFF AND CLASS MEMBERS ACCESS**

25. Plaintiff is a visually-impaired and legally blind person, who cannot use a computer without the assistance of screen-reading software. However, Plaintiff is a proficient user of the JAWS or NV ACCESS screen-reader(s) as well as Mac's VoiceOver and uses it to access the internet. Plaintiff has visited <https://www.aa.com/> on several separate occasions using the JAWS and/or VoiceOver screen-readers.

26. During Plaintiff's numerous visits to Defendant's website, Plaintiff encountered multiple access barriers which denied Plaintiff full and equal access to the facilities, goods, and services offered to the public and made available to the public on Defendant's website. Due to the widespread access barriers Plaintiff and Class Members encountered on Defendant's website, Plaintiff and Class Members have been deterred, on a regular basis, from accessing Defendant's website. Similarly, the access barriers Plaintiff has encountered on Defendant's website have deterred Plaintiff and Class Members from visiting Defendant's terminal locations.

27. While attempting to navigate Defendant's website, Plaintiff and Class Members encountered multiple accessibility barriers for blind or visually-impaired people that include, but are not limited to, the following:

- a. Lack of Alternative Text ("alt-text"), or a text equivalent. Alt-text is invisible code embedded beneath a graphic or image on a website

that is read to a user by a screen-reader. For graphics or images to be fully accessible for screen-reader users, it requires that alt-text be coded with each graphic or image so that screen-reading software can speak the alt-text to describe the graphic or image where a sighted user would just see the graphic or image. Alt-text does not change the visual presentation, but instead a text box shows when the cursor hovers over the graphic or image. The lack of alt-text on graphics and images prevents screen-readers from accurately vocalizing a description of the image or graphic. As a result, Plaintiff and Class Members who are blind and visually-impaired customers are unable to determine what tickets and services are available for purchase, access information regarding travel planning, check-in options, flight statuses, travel information, vacation packages, memberships, the American Advantage loyalty program, the American Airlines mobile app, the American Airlines credit card, career opportunities, newsroom, plane information, airport lounges, investor relations, business programs, agency references, baggage and cargo information, gift cards, travel insurance, , Defendant's social media pages, and the company store, or complete any purchases;

- b. Empty Links that contain No Text causing the function or purpose of the link to not be presented to the user. This can introduce confusion for keyboard and screen-reader users;
- c. Redundant Links where adjacent links go to the same URL address which results in additional navigation and repetition for keyboard and screen-reader users; and
- d. Linked Images missing alt-text, which causes problems if an image within a link does not contain any descriptive text and that image

1 does not have alt-text. A screen reader then has no content to  
2 present the user as to the function of the link, including information  
3 or links for and contained in PDFs.

4 28. Recently in 2021, Plaintiff attempted to do business with Defendant  
5 on Defendant's website and Plaintiff encountered barriers to access on Defendant's  
6 website. Plaintiff has visited prior iterations of the website, <https://www.aa.com/>,  
7 and also encountered barriers to access on Defendant's website.

8 29. Despite past and recent attempts to do business with Defendant on its  
9 website, the numerous access barriers contained on the website and encountered by  
10 Plaintiff, have denied Plaintiff full and equal access to Defendant's website.  
11 Plaintiff and Class Members, as a result of the barriers on Defendant's website,  
12 continue to be deterred on a regular basis from accessing Defendant's website.  
13 Likewise, based on the numerous access barriers Plaintiff and Class Members have  
14 been deterred and impeded from the full and equal enjoyment of goods and services  
15 offered at Defendant's terminal locations.

16 **DEFENDANT MUST REMOVE BARRIERS TO ITS WEBSITE**

17 30. Due to the inaccessibility of the Defendant's website, blind and  
18 visually-impaired customers such as Plaintiff, who need screen-readers, cannot  
19 fully and equally use or enjoy the facilities and services Defendant offers to the  
20 public on its website. The access barriers Plaintiff has encountered have caused a  
21 denial of Plaintiff's full and equal access in the past and now deter Plaintiff on a  
22 regular basis from accessing the website.

23 31. These access barriers on Defendant's website have deterred Plaintiff  
24 from visiting Defendant's terminals, kiosks, and company store, and enjoying them  
25 equal to sighted individuals because: Plaintiff was unable to access flight  
26 information on Defendant's website, preventing Plaintiff from visiting the terminal  
27 locations to view and purchase products and/or services. Plaintiff and Class  
28 Members intend to visit the Defendant's airport and store locations in the near future

1 if Plaintiff and Class Members could access Defendant's website.

2 32. If the website were equally accessible to all, Plaintiff and Class  
3 Members could independently navigate the website and complete a desired  
4 transaction, as sighted individuals do.

5 33. Plaintiff, through Plaintiff's attempts to use the website, has actual  
6 knowledge of the access barriers that make these services inaccessible and  
7 independently unusable by blind and visually-impaired people.

8 34. Because simple compliance with WCAG 2.1 would provide Plaintiff  
9 and Class Members who are visually-impaired consumers with equal access to the  
10 website, Plaintiff and Class Members allege that Defendant engaged in acts of  
11 intentional discrimination, including, but not limited to, the following policies or  
12 practices: constructing and maintaining a website that is inaccessible to visually-  
13 impaired individuals, including Plaintiff and Class Members; failing to construct  
14 and maintain a website that is sufficiently intuitive so as to be equally accessible to  
15 visually-impaired individuals, including Plaintiff and Class Members; and failing  
16 to take actions to correct these access barriers in the face of substantial harm and  
17 discrimination to blind and visually-impaired consumers, such as Plaintiff and Class  
18 Members, as a member of a protected class.

19 35. The Defendant uses standards, criteria or methods of administration  
20 that have the effect of discriminating or perpetuating the discrimination against  
21 others, as alleged herein.

22 36. The ADA expressly contemplates the injunctive relief that Plaintiff  
23 seeks in this action. In relevant part, the ADA requires:

24 In the case of violations of ... this title, injunctive relief shall include  
25 an order to alter facilities to make such facilities readily accessible to  
26 and usable by individuals with disabilities .... Where appropriate,  
27 injunctive relief shall also include requiring the ... modification of a  
28 policy .... 42 U.S.C. § 12188(a)(2).

37. Because Defendant's website has never been equally accessible, and

1 because Defendant lacks a corporate policy that is reasonably calculated to cause  
2 the Defendant's website to become and remain accessible, Plaintiff invokes 42  
3 U.S.C. § 12188(a)(2) and seeks a permanent injunction requiring the Defendant to  
4 retain a qualified consultant acceptable to Plaintiff to assist Defendant to comply  
5 with WCAG 2.1 guidelines for Defendant's website. The website must be  
6 accessible for individuals with disabilities who use desktop computers, laptops,  
7 tablets, and smartphones. Plaintiff and Class Members seek that this permanent  
8 injunction require Defendant to cooperate with the agreed-upon consultant to: train  
9 Defendant's employees and agents who develop the website on accessibility  
10 compliance under the WCAG 2.1 guidelines; regularly check the accessibility of  
11 the website under the WCAG 2.1 guidelines; regularly test user accessibility by  
12 blind or vision-impaired persons to ensure that the Defendant's website complies  
13 under the WCAG 2.1 guidelines; and develop an accessibility policy that is clearly  
14 disclosed on the Defendant's website, with contact information for users to report  
15 accessibility-related problems and require that any third-party vendors who  
16 participate on the Defendant's website to be fully accessible to the disabled by  
17 conforming with WCAG 2.1.

18 38. If Defendant's website were accessible, Plaintiff and Class Members  
19 could independently access information about terminal locations, American  
20 Airlines kiosks at the airport, services offered, and goods available for online  
21 purchase.

22 39. Although Defendant may currently have centralized policies regarding  
23 maintaining and operating Defendant's website, Defendant lacks a plan and policy  
24 reasonably calculated to make Defendant's website fully and equally accessible to,  
25 and independently usable by, blind and other visually-impaired consumers.

26 40. Defendant has, upon information and belief, invested substantial sums  
27 in developing and maintaining Defendant's website, and Defendant has generated  
28 significant revenue from Defendant's website. These amounts are far greater than

1 the associated cost of making Defendant's website equally accessible to visually  
2 impaired customers.

3 41. Without injunctive relief, Plaintiff and Class Members will continue to  
4 be unable to independently use Defendant's website, violating their rights.

### 5 CLASS ACTION ALLEGATIONS

6 42. Plaintiff, on behalf of himself and all others similarly situated, seeks  
7 to certify a nationwide class under Fed. R. Civ. P. 23(a) and 23(b)(2), the  
8 Nationwide class is initially defined as follows:

9 all legally blind individuals who have attempted to access Defendant's  
10 website by the use of a screen reading software during the applicable  
11 limitations period up to and including final judgment in this action.

12 43. The California class is initially defined as follows:

13 all legally blind individuals in the State of California who have  
14 attempted to access Defendant's website by the use of a screen reading  
15 software during the applicable limitations period up to and including  
16 final judgment in this action.

17 44. Excluded from each of the above Classes is Defendant, including any  
18 entity in which Defendant has a controlling interest, is a parent or subsidiary, or  
19 which is controlled by Defendant, as well as the officers, directors, affiliates, legal  
20 representatives, heirs, predecessors, successors, and assigns of Defendant. Also  
21 excluded are the judge and the court personnel in this case and any members of their  
22 immediate families. Plaintiff reserves the right to amend the Class definitions if  
23 discovery and further investigation reveal that the Classes should be expanded or  
24 otherwise modified.

25 45. *Numerosity*: Fed. R. Civ. P. 23(a)(1). This action has been brought  
26 and may properly be maintained as a class action against Defendant under Rules  
27 23(b)(1)(B) and 23(b)(3) of the Federal Rules of Civil Procedure. While the exact  
28 number and identities of other Class Members are unknown to Plaintiff at this time,  
Plaintiff is informed and believes that there are hundreds of thousands of Members

1 in the Class. Based on the number of customers who have visited Defendant's  
2 California terminal locations, it is estimated that the Class is composed of more than  
3 10,000 persons. Furthermore, even if subclasses need to be created for these  
4 consumers, it is estimated that each subclass would have thousands of Members.  
5 The Members of the Class are so numerous that joinder of all Members is  
6 impracticable and the disposition of their claims in a class action rather than in  
7 individual actions will benefit the parties and the courts.

8 46. *Typicality*: Plaintiff and Class Members' claims are typical of the  
9 claims of the Members of the Class as all Members of the Class are similarly  
10 affected by Defendant's wrongful conduct, as detailed herein.

11 47. *Adequacy*: Plaintiff will fairly and adequately protect the interests of  
12 the Members of the Class in that they have no interests antagonistic to those of the  
13 other Members of the Class. Plaintiff has retained experienced and competent  
14 counsel.

15 48. *Superiority*: A class action is superior to other available methods for  
16 the fair and efficient adjudication of this controversy. Since the damages sustained  
17 by individual Class Members may be relatively small, the expense and burden of  
18 individual litigation makes it impracticable for the Members of the Class to  
19 individually seek redress for the wrongful conduct alleged herein. Furthermore, the  
20 adjudication of this controversy through a class action will avoid the potentially  
21 inconsistent and conflicting adjudications of the claims asserted herein. There will  
22 be no difficulty in the management of this action as a class action. If Class treatment  
23 of these claims were not available, Defendant would likely unfairly receive  
24 thousands of dollars or more in improper revenue.

25 49. *Common Questions Predominate*: Common questions of law and fact  
26 exist as to all Members of the Class and predominate over any questions solely  
27 affecting individual Members of the Class. Among the common questions of law  
28 and fact applicable to the Class are:



- i. Whether Defendant's website, <https://www.aa.com/>, is inaccessible to the visually-impaired who use screen reading software to access internet websites;
- ii. Whether Plaintiff and Class Members have been unable to access <https://www.aa.com/> through the use of screen-reading software;
- iii. Whether the deficiencies in Defendant's website violate the Americans with Disabilities Act of 1990, 42 U.S.C. § 12181 *et seq.*;
- iv. Whether the deficiencies in Defendant's website violate the California Unruh Civil Rights Act, California Civil Code § 51 *et seq.*;
- v. Whether, and to what extent, injunctive relief should be imposed on Defendant to make <https://www.aa.com/> readily accessible to and usable by visually-impaired individuals;
- vi. Whether Plaintiff and Class Members are entitled to recover statutory damages with respect to Defendant's wrongful conduct; and
- vii. Whether further legal and/or equitable relief should be granted by the Court in this action.

50. The class is readily definable, and prosecution of this action as a Class action will reduce the possibility of repetitious litigation. Plaintiff knows of no difficulty which will be encountered in the management of this litigation which would preclude their maintenance of this matter as a Class action.

51. The prerequisites to maintaining a class action for injunctive relief or equitable relief pursuant to Rule 23(b)(2) are met, as Defendant has acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive or equitable relief with respect to the Class as a whole.

52. The prerequisites to maintaining a class action for injunctive relief or equitable relief pursuant to Rule 23(b)(3) are met, as questions of law or fact common to the Class predominate over any questions affecting only individual Members; and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

53. The prosecution of separate actions by Members of the Class would create a risk of establishing inconsistent rulings and/or incompatible standards of conduct for Defendant. Additionally, individual actions may be dispositive of the interest of all Members of the Class, although certain Class Members are not parties to such actions.

54. Defendant's conduct is generally applicable to the Class as a whole and Plaintiff seeks, *inter alia*, equitable remedies with respect to the Class as a whole. As such, Defendant's systematic policies and practices make declaratory relief with respect to the Class as a whole appropriate.

### **COUNT I**

#### **VIOLATIONS OF THE AMERICANS WITH DISABILITIES ACT, 42**

#### **U.S.C. § 12181 *ET SEQ.***

(On Behalf of Plaintiff, the Nationwide Class, and the California Class)

55. Plaintiff alleges and incorporates herein by reference each and every allegation contained in paragraphs 1 through 54, inclusive, of this Complaint as if set forth fully herein.

56. Section 302(a) of Title III of the ADA, 42 U.S.C. § 12181 *et seq.*, provides: "No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation." 42 U.S.C. § 12182(a).

57. Under Section 302(b)(2) of Title III of the ADA, unlawful

discrimination also includes, among other things: “a failure to make reasonable modifications in policies, practices, or procedures, when such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless the entity can demonstrate that making such modifications would fundamentally alter the nature of such goods, services, facilities, privileges, advantages or accommodations”; and “a failure to take such steps as may be necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the entity can demonstrate that taking such steps would fundamentally alter the nature of the good, service, facility, privilege, advantage, or accommodation being offered or would result in an undue burden.” 42 U.S.C. § 12182(b)(2)(A)(ii)-(iii). “A public accommodation shall take those steps that may be necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the public accommodation can demonstrate that taking those steps would fundamentally alter the nature of the goods, services, facilities, privileges, advantages, or accommodations being offered or would result in an undue burden, i.e., significant difficulty or expense.” 28 C.F.R. § 36.303(a). In order to be effective, auxiliary aids and services must be provided in accessible formats, in a timely manner, and in such a way as to protect the privacy and independence of the individual with a disability.” 28 C.F.R. § 36.303(c)(1)(ii).

58. Defendant’s locations are “public accommodations” within the meaning of 42 U.S.C. § 12181 *et seq.* Defendant generates millions of dollars in revenue from the sale of its amenities and services, privileges, advantages, and accommodations in California through its locations, related services, privileges, advantages, and accommodations, and its Website, <https://www.aa.com/>, is a service, privilege, advantage, and accommodation provided by Defendant that is

1 inaccessible to customers who are visually-impaired like Plaintiff. This  
 2 inaccessibility denies visually-impaired customers full and equal enjoyment of and  
 3 access to the facilities and services, privileges, advantages, and accommodations  
 4 that Defendant made available to the non-disabled public. Defendant is violating  
 5 the Americans with Disabilities Act, 42 U.S.C. § 12181 *et seq.*, in that Defendant  
 6 denies visually-impaired customers the services, privileges, advantages, and  
 7 accommodations provided by <https://www.aa.com/>. These violations are ongoing.

8 59. Defendant's actions constitute intentional discrimination against  
 9 Plaintiff and Class Members on the basis of a disability in violation of the  
 10 Americans with Disabilities Act, 42 U.S.C. § 12181 *et seq.* in that: Defendant has  
 11 constructed a website that is inaccessible to Plaintiff and Class Members; maintains  
 12 the website in this inaccessible form; and has failed to take adequate actions to  
 13 correct these barriers even after being notified of the discrimination that such  
 14 barriers cause.

15 60. Pursuant to 42 U.S.C. § 12188 and the remedies, procedures, and rights  
 16 set forth and incorporated therein, Plaintiff requests relief as set forth below.

## 17 **COUNT II**

### 18 **VIOLATIONS OF THE UNRUH CIVIL RIGHTS ACT, CALIFORNIA** 19 **CIVIL CODE § 51 *ET SEQ.***

20 (On Behalf of Plaintiff and the California Class)

21 61. Plaintiff alleges and incorporates herein by reference each and every  
 22 allegation contained in paragraphs 1 through 60, inclusive, of this Complaint as if  
 23 set forth fully herein.

24 62. Defendant's locations are "business establishments" within the  
 25 meaning of the California Civil Code § 51 *et seq.* Defendant generates millions of  
 26 dollars in revenue from the sale of its services in California through its locations  
 27 and related services, and <https://www.aa.com/> is a service provided by Defendant  
 28 that is inaccessible to customers who are visually-impaired like Plaintiff and Class

1 Members. This inaccessibility denies visually-impaired customers full and equal  
2 access to Defendant's facilities and services that Defendant makes available to the  
3 non-disabled public. Defendant is violating the Unruh Civil Rights Act, California  
4 Civil Code § 51 *et seq.*, in that Defendant is denying visually-impaired customers  
5 the services provided by <https://www.aa.com/>. These violations are ongoing.

6 63. Defendant's actions constitute intentional discrimination against  
7 Plaintiff and Class Members on the basis of a disability in violation of the Unruh  
8 Civil Rights Act, Cal. Civil Code § 51 *et seq.* in that: Defendant has constructed a  
9 website that is inaccessible to Plaintiff and Class Members; maintains the website  
10 in this inaccessible form; and has failed to take adequate actions to correct these  
11 barriers even after being notified of the discrimination that such barriers cause.

12 64. Defendant is also violating the Unruh Civil Rights Act, California  
13 Civil Code § 51 *et seq.* in that the conduct alleged herein likewise constitutes a  
14 violation of various provisions of the ADA, 42 U.S.C. § 12101 *et seq.* Section 51(f)  
15 of the California Civil Code provides that a violation of the right of any individual  
16 under the ADA shall also constitute a violation of the Unruh Civil Rights Act.

17 65. The actions of Defendant were and are in violation of the Unruh Civil  
18 Rights Act, California Civil Code § 51 *et seq.*, and, therefore, Plaintiff and Class  
19 Members are entitled to injunctive relief remedying the discrimination.

20 66. Plaintiff and Class Members are also entitled to statutory minimum  
21 damages pursuant to California Civil Code § 52 for each and every offense.

22 67. Plaintiff and Class Members are also entitled to reasonable attorneys'  
23 fees and costs.

24 68. Plaintiff and Class Members are also entitled to a preliminary and  
25 permanent injunction enjoining Defendant from violating the Unruh Civil Rights  
26 Act, California Civil Code § 51 *et seq.*, and requiring Defendant to take the steps  
27 necessary to make <https://www.aa.com/> readily accessible to and usable by  
28 visually-impaired individuals.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of all Class Members, respectfully requests that the Court enter judgment in his favor and against Defendant as follows:

- A. For an Order certifying the Nationwide Class and California Class as defined herein and appointing Plaintiffs and his Counsel to represent the Nationwide Class and the California Class;
- B. A preliminary and permanent injunction pursuant to 42 U.S.C. § 12188(a)(1) and (2) and section 52.1 of the California Civil Code enjoining Defendant from violating the Unruh Civil Rights Act and ADA and requiring Defendant to take the steps necessary to make <https://www.aa.com/> readily accessible to and usable by visually-impaired individuals;
- C. An award of statutory minimum damages of \$4,000 per offense per person pursuant to section 52(a) of the California Civil Code.
- D. For attorneys' fees and expenses pursuant to California Civil Code §§ 52(a), 52.1(h), and 42 U.S.C. § 12205;
- E. For pre-judgment interest to the extent permitted by law;
- F. For costs of suit; and
- G. For such other and further relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff, on behalf of himself and all others similarly situated, hereby demands a jury trial for all claims so triable.

Dated: July 20, 2021

Respectfully Submitted,

/s/ Thiago M. Coelho

Thiago M. Coelho

**WILSHIRE LAW FIRM**

*Attorney for Plaintiff and  
Proposed Class*

WILSHIRE LAW FIRM, PLC  
3055 Wilshire Blvd, 12<sup>th</sup> Floor  
Los Angeles, CA 90010-1137

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